

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT, made as of the ____ day of May, 2009, by and between SOUTHLAND MALL SHOPPING CENTER LLC having an address at C/O AURORA CAPITAL ASSOCIATES, 1407 BROADWAY, 41ST FLOOR, NEW YORK, NY 10018 ("**Landlord**") and SHELBY COUNTY GOVERNMENT, ON BEHALF OF THE SHELBY COUNTY HEALTH DEPARTMENT, having an address at 814 Jefferson, Memphis, TN, 38106 ("**Tenant**").

RECITALS:

WHEREAS, The Equitable Life Assurance Society of the United States, predecessor-in-interest to Landlord, and Tenant entered into a Lease, dated as of April 28, 2000 and Amendment to Lease dated April 17, 2002 and August 28, 2007 (as amended, the "**Lease**") with respect to Space No. 283 as shown on the floor plan annexed to the Lease as Exhibit A, (the "**Premises**") in the building known as Southland Mall (the "**Building**").

WHEREAS, the term of the Lease expires on May 31, 2009.

WHEREAS, Tenant has requested that Landlord extend the term of the Lease upon the terms and conditions set forth in this Agreement and Landlord has agreed to so extend the term of the Lease.

NOW, THEREFORE, in consideration of the Premises, ten and 00/100 (\$10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to the foregoing and as follows:

1. **Extended Term.** The term of the Lease is hereby extended for a further period of three (3) years (unless sooner terminated as provided in the Lease or in this Agreement) commencing on June 1, 2009 and ending on May 31, 2012 (the "**Extended Term**"). Any options under the Lease for renewal extensions are hereby cancelled and expressly excluded from this Agreement. Tenant acknowledges that Landlord is relying on Tenant's agreement to timely surrender the Premises upon the expiration or earlier termination of the Extended Term and Tenant shall be liable to Landlord for all damages incurred by Landlord in connection with Tenant's failure to so surrender the Premises as required under this Agreement and the Lease.
2. **Rental.** The rental rate under the Lease during the Extended Term shall be Thirty Two Thousand Seven Hundred Ninety and 48/100 (\$32,790.48) Dollars per annum payable in twelve (12) equal monthly installments of

Two Thousand Seven Hundred Thirty Two and 54/100 Dollars (\$2,732.54), exclusive of electric charges and other utilities, payable as provided under the Lease. Any concessions of any nature whatsoever under the Lease relating to rentals, rent abatements or free rental periods are hereby cancelled and expressly excluded from this Agreement.

3. No Landlord Work. Landlord shall have no obligation of any kind whatsoever to do any work in order to ready the Premises for Tenant's use during the Extended Term and Tenant shall be responsible for all construction, alterations or installations necessary to make the Premises ready for Tenant's use except that Landlord shall paint the Premises and replace ten (10) damaged ceiling tiles, three (3) damaged floor tiles, remove mildewed carpet section of approximately 6' x 2" x 2" and replace a cover on one (1) electrical outlet.
4. Installations. Tenant acknowledges and agrees that Landlord shall have no obligation, liability or responsibility of any kind with respect to any installations made by Landlord, or those made by or for Tenant or existing in the Premises on the commencement date of the Extended Term, and Tenant agrees to maintain, repair and replace, if necessary, any of the same.
5. "As-Is" Condition. Tenant shall accept and shall be deemed to have accepted delivery of the Premises in its "as is" condition as of the date hereof subject to the terms and conditions of the Lease, as modified by this Agreement. An actual, physical tender and/or delivery of possession of the Premises is hereby waived by Tenant, it being understood and agreed that possession of the Premises shall automatically, and without further act by any party, be deemed to have been tendered by Landlord to Tenant and accepted by Tenant as of the date hereof. Tenant acknowledges that it is currently in possession of the Premises and thoroughly familiar with the condition of the Premises as a result of its occupancy of the same under the Lease and has either undertaken a further exhaustive and comprehensive inspection of the same and been satisfied with the results thereof or waived the undertaking of such inspection.
6. No Breach. Tenant agrees at all times hereafter to fully perform all of the terms, provisions, covenants and conditions contained in the Lease, as modified and extended, and agrees not to cause, allow or suffer any breach or default thereof. Tenant hereby affirms that on the date hereof no breach or default by either party has occurred under the Lease, all of its terms, provisions, covenants and conditions are in full force and effect, and there are no defenses or offsets thereto. Tenant hereby releases Landlord of and from all liabilities, claims, controversies, causes of action and other matters of every nature whatsoever which, through the date hereof, Tenant

has, or might have, arising out of or in any way relating to the Lease and/or the Premises.

7. Tenant Default. If on the day preceding the commencement date of the Extended Term, Tenant shall be in default under the Lease, then Landlord, at Landlord's sole option, may at any time thereafter terminate this Agreement upon written notice to Tenant, whereupon this Agreement shall be null, void and of no further force and effect, effective as of the date of such Landlord's notice.
8. Broker. Tenant represents and warrants to Landlord that it has not dealt with any broker, finder or other party in connection with this transaction. Tenant hereby agrees to indemnify and hold Landlord harmless from and against all claims for commissions, fees, expenses or related compensation by any broker, finder or other party who shall claim to have dealt with Tenant in connection with this transaction and for all costs and expenses incurred by Landlord in connection therewith, including without limitation reasonable attorneys' fees and expenses. This provision shall survive the expiration or earlier termination of the Extended Term.
9. Lease Terms Unmodified and Ratified. Except as expressly modified by this Agreement, the terms, provisions, covenants and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed.
10. Entire Agreement. This Agreement and the Lease set forth the entire agreement between the parties with respect to the Premises. Neither the Lease nor this Agreement nor any term thereof may be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
11. Not an Offer. The submission of this Agreement to Tenant shall not be construed as an offer, nor shall either party have any rights hereunder, unless and until Landlord and Tenant shall each execute and deliver a copy of this Agreement.
12. Successors and Assigns. The terms, provisions, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
13. Notices. Supplementing Section 21.11 be deemed sufficiently given if delivered by hand or by a nationally recognized overnight courier. All notices to Landlord shall be addressed to Southland Mall Shopping Center LLC, c/o Aurora Capital Associates, 1407 Broadway, 41st Floor, New York, NY 10018 with copies of notices to Landlord to Kriss & Feuerstein LLP, Attn:

David Kriss, Esq., 360 Lexington Avenue, Suite 1300, New York, NY 10017, or to such other addresses and with such other copies as either Landlord or Tenant may reasonably designate as its new addresses or additional addresses for such purposes by notice given to the other in accordance with the provisions of Section 21.11 of the Lease. Any such notice by hand or reputable overnight courier shall be deemed to have been rendered or given on the "**Business Day**" (any day other than Saturday, Sunday or Federal or New York State holiday) that it shall have been delivered (or if delivered on other than a Business Day, on the next succeeding Business Day).

14. Capitalized Terms. Except as otherwise provided, capitalized terms herein shall have the same meaning as set forth under the Lease.
15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same original.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the day and year first above written.

LANDLORD:

SOUTHLAND MALL SHOPPING CENTER LLC

A Tennessee limited liability company

By: Southland Mall Managing Member Corp.
a New York corporation

By: _____
Robert Cayre
Vice President

Date: _____

TENANT:

SHELBY COUNTY GOVERNMENT

By: _____
Name: A C WHARTON, JR.
Title: Mayor

SHELBY COUNTY HEALTH DEPARTMENT

By: _____
Name: YVONNE S. MADLOCK
Title: Director